

BILLY E. COCHRAN and wife,  
BEVERLY L. COCHRAN

GRANTOR(S)

TO

WARRANTY DEED

A. C. BARRETT and wife,  
LAURA B. BARRETT

GRANTEE(S)

FOR AND IN CONSIDERATION of the sum of Ten and no/100 Dollars (\$10.00), cash in hand paid, and other good and valuable consideration, full receipt and the sufficiency of all of which considerations are hereby acknowledged, I/We BILLY E. COCHRAN and wife, BEVERLY L. COCHRAN do hereby SELL, CONVEY AND WARRANT unto A. C. BARRETT and wife, LAURA B. BARRETT as tenants in common, the hereinafter described property, together with all improvements and appurtenances located and situated thereon, located and situated in DeSoto County, State of Mississippi and being more particularly described as follows to-wit:

Lot 230, Section "B", BUENA VISTA SUBDIVISION as recorded in Plat Book 5, Pages 10-11 in the office of the Chancery Clerk of DeSoto County, Mississippi. Said lot being situated in Section 13, Township 8, Range 8, DeSoto County, Mississippi.

The warranty in this Deed is subject to Subdivision and zoning regulations in effect in DeSoto County, rights of ways and easements for public roads and public utilities and further, subject to all applicable building restrictions and restrictive covenants and easements of record.

Each owner, corporate or otherwise, of any interest in land in the Buena Vista Lakes Subdivision shall have a membership in the Buena Vista Lakes Maintenance Association, a nonprofit corporation created for the purpose of owning and maintaining the lake, dam site, drives and other common areas, which membership is subject to the by-laws and other rules and regulations thereof. Such land owner shall have the right to the use of the lakes in the subdivision only so long as he is a member of said Association.

No inboard or outboard motorboat having in excess of 5 1/2 horsepower shall be used on any lake in the subdivision. Each boat shall be plainly marked "B. V." with the owner's lot number, in order that all boats may be identified. Any boat without a lot number will not be permitted on the lake.

The property herein conveyed is subject to an assessment by the Buena Vista Lakes Maintenance Association on an annual basis, when same is assessed, and thereafter for the same amount annually until changed by a majority of the total votes eligible to be cast by the members of the Association, such amount to be used only for the maintenance of the lake, dam, dam site, drives and other common areas. Said assessments shall be due and payable as the Board of Directors shall determine, and if not so paid shall bear interest at the rate of 6% per annum from the due date until paid; such assessments shall be a lien on the property so assessed and collectible by proper action at law, or proceeding in Chancery, for enforcement of such lien.

No pier shall extend more than 15 feet out into the lake from the shoreline, except such piers that may be erected in lake access areas by the Maintenance Association.

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All residences in this subdivision shall have inside toilets. All septic tanks and septic tank fields must be constructed to standards of the Mississippi State Board of Health. No outside privies will be permitted. No septic tank field shall be allowed to drain into the lake.

No failure or neglect on the part of the grantor or of any owner of lands embraced in said Buena Vista Lakes Subdivision, to demand or insist upon the observance of any provision, requirement, covenant, limitation, restriction or condition herein contained or referred to or to proceed for the restraint of violations thereof, shall be deemed a waiver of such violation or operate as an estoppel to restrain a continuance thereunder; nor shall a waiver thereof in any particular be deemed a waiver of any other default thereunder whether of the same or of a different nature; but any such provision, requirement, covenant, limitation, restriction or condition, may be enforced at any time, notwithstanding violations thereof may have been suffered or permitted theretofore.

All lots in the subdivision will have a water service tap at the road property line and are subject to a water service charge by Trinity Water Company under its schedule of rates, terms and conditions on file with the Mississippi Public Service Commission. Any unpaid charge for water service shall be a lien on the property and collectible by proper action at law, or proceeding in Chancery, for enforcement of such lien.

Taxes for the year 1985 are to be prorated and paid by the Grantees and possession is to be given with this deed.

WITNESS the signature of the Grantor(s) on this the 9th day of October, 1985.

STATE OF MISSISSIPPI, DeSOTO COUNTY

I certify that the within instrument was filed for record at 10 00 o'clock and no minutes 15 day of Oct. 19 86 and that the same has been recorded in Book No. 184 Page 193 records of warranty Trust Deeds of said County.

Witness my hand and seal this 27<sup>th</sup> day of Jan. 19 86

H. H. Ferguson STATE OF MISSISSIPPI  
COUNTY OF DE SOTO

Billy E. Cochran  
BILLY E. COCHRAN

Beverly L. Cochran  
BEVERLY L. COCHRAN

Filed 10:00 A.M. 15<sup>th</sup> Oct., 1986  
Recorded in Book 184 Page 193  
H. G. Ferguson, Clerk

PERSONALLY appeared before me, the undersigned authority in and for county and state aforesaid, the within named BILLY E. COCHRAN and wife, BEVERLY L. COCHRAN, who acknowledged that they signed and delivered the foregoing Warranty Deed on the day and year therein mentioned.

GIVEN under my hand and official seal of office, this the 9th day of October, 1985.

Robert L. Whitmore  
Notary Public

My Commission Expires:

Property Address: 8456 Sitting Bull Cove, Hernando, Miss. 3863  
Grantor's Address: 8336 Lakeshore Dr., Southaven, Ms. 38671  
Grantee's Address: 8456 Sitting Bull Cove, Hernando, Miss. 3863